IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL SIDE JURISDICTION

CHAMBER SUMMONS NO.591 OF 2004
IN
SUIT NO.834 OF 2004

M/s.Tacket Enterprises & Ors. ...Plaintiffs
Vs.
Mrs.Geeta Ramesh Patel & Ors. ...Defendants

Mr.M.C.Shah i/b. Mr. Ajay Rao for Plaintiffs
Mr. K.J.Hakani i/b. Mr.Y.N.Shah for Defendant No.4

CORAM: ROSHAN DALVI, J.
DATED: 19TH DECEMBER, 2005

P.C.

. This suit has been filed in January 2004 for various reliefs (a) to (n) in respect of the suit property. It deals with various transactions between Plaintiffs and various sets of Defendants. The Plaintiffs seek their rights under the agreement of development dated 8th December 2000, Exhibit-B to the Plaint. In para 3 of the plaint (at page 15) the Plaintiffs have averred that they have paid the stamp duty of Rs.90,360/- on the said documents upon the valuation of the property shown at Rs.90,36,000/-. The document is stated to be registered. It is shown to be adequately stamped. It is stamped based upon the valuation put by the required authority. The document is in respect of the suit property for which the Plaintiffs claim reliefs. If the Plaintiff seeks reliefs as sought, the plaintiff must value the suit

property. Such valuation for the purposes of Court fees as well as jurisdiction is required to be made expressly upon the valuation put by the authority which registered the document and before which the requisite stamp duty is paid for getting the document registered.

. The valuation of the property as reflected in the said document, is set out in the plaint itself. The Plaintiffs require reliefs in terms of the same property and under and consequent upon the said document.

. However, in the valuation clause, which is at paragraph 40 of the plaint, the Plaintiffs have valued the suit for the purposes of Court fees and jurisdiction at Rs.3,00,000/-(3 lakhs) as per the agreement of development dated 8th January 2002 instead of the valuation at Rs.90,36,000/- which is the valuation for registering the development agreement dated 8th December 2000.

. The Plaintiffs seek their rights under the development agreement dated 8th December 2000. The Plaintiffs must therefore pay Court fees based upon the valuation put on that document.

. Though the Plaintiffs claim various other reliefs in respect of other documents, they would all

to be ancillary to the main relief sought for holding the document dated 8th December 2000 valid and subsisting as prayed for by the Plaintiffs in prayer clause (c).

. The valuation shown by the Plaintiff of the development agreement dated 8th December 2000 in para 3 of the plaint and the valuation put by the plaintiff for the purposes of Court fees and jurisdiction upon the agreement of development dated 8th January 2002 in para 40 of the plaint as both contradictory and mischievous.

. The primafacie valuation put by the Plaintiff themselves show the valuation to be incorrect. The Plaintiff must correct the valuation and revalue the property and pay adequate Court fees, failing which the plaint would have to be rejected under the provisions of Order 7 Rule 11 of the C.P.C.

. The Defendant No.4, who has taken out this Chamber Summons, seeks a direction to the plaintiff to pay deficit court fees, failing which to reject the plaint. Hence, the following order:

> . The Plaintiffs shall revalue the plaint and pay correct deficit court fees upon the valuation for the development agreement dated 8th December 2000 as shown in para 3 of

the plaint.

. The Plaintiffs shall pay the deficit court fees within 8 weeks from today, failing which the plaint shall stand rejected.

. Chamber Summons disposed of accordingly.

(ROSHAN DALVI, J.)